

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MARJORIE SCHAAFSMA,	)	FILED: AUG 25, 2008
	)	
Plaintiff,	)	08CV4858
	)	JUDGE PALLMEYER
v.	)	MAGISTRATE JUDGE KEYS
	)	RCC
	)	
TSYS TOTAL DEBT MANAGEMENT,	)	
INC.. d/b/a NATIONAL ATTORNEY	)	
NETWORK; and BLITT & GAINES, P.C.,	)	
	)	JURY TRIAL DEMANDED
Defendants,	)	

**COMPLAINT**

**INTRODUCTION**

1. Plaintiff, Marjorie Schaafsma (“Plaintiff”) brings this action to secure redress against an unlawful credit and collection practice engaged in by Defendants TSYS Total Debt Management, Inc., d/b/a National Attorney Network (“TSYS”) and Blitt & Gaines, P.C. (“Blitt & Gaines”) collectively (“Defendants”) that violates multiple provisions of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”).

2. Plaintiff alleges, in part, that TSYS violated the FDCPA by submitting an affidavit in each of two collection cases filed in state court in an attempt to collect a purported debt incurred for personal, family or household purposes from Plaintiff that conceals the identity of the company for whom the affiant was employed by at the time the affidavits were executed, and that Blitt & Gaines materially participated in the concealment, and misstated the identity of its “client” in the state court complaint filed against Plaintiff.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction under 28 U.S.C. §§1331, 1337, 15 U.S.C. §1692k (FDCPA).

4. Venue and personal jurisdiction over TSYS and Blitt & Gaines in this District is proper because:

a. Plaintiff resides in the Northern District of Illinois and was served with the state court complaints while residing in the Northern District of Illinois;

b. Blitt & Gaines transacts business in the District and maintains an office at 661 Glenn Avenue, Wheeling, Illinois 60090;

c. The mails and interstate wire communications used to conduct the business of TSYS in communicating with Blitt & Gaines occurred within the District; and

d. Blitt & Gaines and TSYS collection activities occurred within the Northern District of Illinois.

### **PARTIES**

5. Plaintiff is an individual who resides in the Northern District of Illinois.

6. Defendant TSYS is a Georgia corporation with an address of 6356 Corley Road, Norcross, Georgia 30071 and that the registered agent and office for TSYS in Illinois is the Illinois Corporation Service Co., 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

7. TSYS describes its business activities on its website, as follows:

TSYS Debt Management (TDM) has been a trusted and proven service provider to the nation's leading creditors in accounts receivables management for more than 20 years. Providing a variety of services for all collections and recovery

needs, TDM builds and maintains partnerships with top banks, retailers, commercial creditors and telecommunications companies.

Services include:

- Litigation Management

<http://www.tsys.com/services/tdm/>

8. The same web site further states:

We work behind the scenes to offer unmatched flexibility, control and service quality to our customers through a broad range of innovative issuing and acquiring payment technologies, including consumer-finance, credit, debit, healthcare, loyalty, prepaid, chip and mobile payments.

<http://www.tsys.com/company/overview.htm>

9. The mails and interstate wire communications are used to conduct the business of TSYS.

10. TSYS places debts with attorney debt collectors with Capital One Bank k/n/a Capital One Bank (USA), N.A. as the alleged consumer's creditor.

11. TSYS also sends collection letters and places collection calls as a regular part of its business.

12. TSYS communicates directly with consumers on debts that are in default that are owned by Capital One Bank k/n/a Capital One Bank (USA), N.A.

13. TSYS is a debt collector as defined in 15 U.S.C. § 1692a(6) in regard to its conduct complained of herein.

14. Blitt & Gaines is an Illinois law firm organized as a professional corporation with its principal place of business located at 661 Glenn Avenue, Wheeling, Illinois 60090.

15. Blitt & Gaines is engaged in the practice of filing suit on behalf of companies that purchase defaulted and charged-off accounts receivable against consumers in Illinois state courts.

16. Blitt & Gains maintains the website <http://collectalot.com> that describes itself, in pertinent part as follows:

**Blitt and Gaines, P.C.** is a full service collection law firm established in 1991. We are devoted to providing our clients with a high level of client service in the areas of retail and commercial debt collection and bankruptcy throughout the state of Illinois.

\* \* \*

**Collections.** We diligently pursue the collection of past due retail and commercial account balances.

[http://collectalot.com/firm\\_profile.htm](http://collectalot.com/firm_profile.htm)

17. Blitt & Gaines routinely files lawsuits against consumers in Illinois' courts seeking to collect a debt purportedly owed by the consumer.

18. Blitt & Gaines is a debt collector as defined in 15 U.S.C. § 1692a(6) in regard to its conduct complained of herein. *Heintz v. Jenkins*, 514 U.S. 291, 299 (1995).

### **FACTS**

19. On November 2, 2007, Blitt & Gaines, filed a lawsuit in the Circuit Court of Cook County, Illinois against Plaintiff on behalf of its client identifying "Capital One Bank" as the state court plaintiff. On information and belief, the basis of the debt in this state court case is primarily a low, if any principal balance amount, with the rest of the debt being comprised of years of tacked on Capital One Monthly Member Fees, Overlimit Fees and Past Due Fees.

20. The state court complaint was assigned case number 2007 M1 210637 and attached to the state court complaint was the document attached hereto as Exhibit 1.

21. The Maisha Davis who executed Exhibit 1 was an employee of TSYS

when Exhibit 1 was purportedly executed on September 7, 2007.

22. On December 19, 2007, Blitt & Gaines, filed a lawsuit in the Circuit Court of Cook County, Illinois against Plaintiff on behalf of its client identifying “Capital One Bank” as the state court plaintiff.

23. The state court complaint was assigned case number 2007 M1 254112 and attached to the state court complaint was the document attached hereto as Exhibit 2.

24. The Maisha Davis who executed Exhibit 2 was an employee of TSYS when Exhibit 2 was purportedly executed on October 8, 2007.

25. The signature of the Maisha Davis on Exhibit 1 and 2 does not match the signature of the Maisha Davis who in her capacity as a Notary Public signed another form affidavit that was filed as an exhibit in Capital One Bank v. Barbara F. Strickland, 07 M1 164278, Cook County, Illinois. A copy of the affidavit is attached hereto as Exhibit 3.

26. On information and belief not the same person who signed Exhibit 1 as Maisha Davis signed Exhibit 3 as Maisha Davis.

27. On information and belief not the same person who signed Exhibit 2 as Maisha Davis signed Exhibit 3 as Maisha Davis.

28. The signature of the Maisha Davis on Exhibit 1 and 2 does not match the signature of the Maisha Davis who signed another form affidavit that was filed in another lawsuit, Capital One Bank v. Yolanda Lee, 07 M1 164278, Cook County, Illinois. A copy of the affidavit is attached hereto as Exhibit 4.

29. On information and belief not the same person who signed Exhibit 1 as Maisha Davis signed Exhibit 4 as Maisha Davis.

30. On information and belief not the same person who signed Exhibit 2 as Maisha Davis signed Exhibit 4 as Maisha Davis.

31. An enlarged copy of the purported Maisha Davis' signatures on Exhibits 1-4 is attached hereto as Exhibit 5.

32. On information and belief, Capital One Bank k/n/a Capital One Bank (USA), N.A. assigned the right to collect Plaintiff's debt to TSYS.

33. During the state court litigation Blitt & Gaines' attorney Michael L. Starzec informed Plaintiff that Capital One was not Blitt & Gaines' client in the state court collection suits it filed on behalf of its client against Plaintiff.

34. Blitt and Gaines, knew that TSYS was the "client" in regard to the state court collection suits it filed on behalf of its client against Plaintiff.

35. The ordinary meaning of the "client" of a debt collector is the owner of the debt, for which it is performing collection services. *Carlson v. First Revenue Assur.*, 359 F.3d 1015, 1018 (8th Cir. 2004); *Horkey v. J.V.D.B. & Assocs., Inc.*, 333 F.3d 769, 771 (7th Cir. 2003), Illinois Collection Agency Act, 225 ILCS 425/8c; Oregon Rev. Stats. §697.005(4) ("Client' or 'customer' means any person authorizing or employing a collection agency to collect a claim"); Wash. Rev. Code §19.16.100(8) ("Client' or 'customer' means any person authorizing or employing a collection agency to collect a claim").

36. Plaintiff has incurred monetary damages and the loss of time in the defense of the state court cases.

**COUNT I**  
**FDCPA § 1692e CLAIMS**

37. Plaintiff incorporates paragraphs 1-36 above.

38. 15 U.S.C § 1692e, in pertinent part, provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

\* \* \*

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt . . .

\* \* \*

(14) The use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization. . .

39. Exhibits 1 and 2 do not state that the signatory is a TSYS employee.

40. By failing to disclose in Exhibit 1 and 2 that the signatory was an employee of TSYS at the time the affidavit was purportedly signed violated 15 U.S.C §§ 1692e and e(10).

41. By describing the signatory of Exhibits 1 and 2 as an "agent" of Capital One Bank without any identification of the company for which she is employed by, Exhibit 1 and 2 conceals the identity of the business preparing the document and amounts to the use by TSYS of a business, company, or organization names other than the true name of the debt collector's business, company, or organization. Such conduct violates 15 U.S.C §§ 1692e, e(10). 1692e(14).

42. By filing Exhibits 1 and 2 Blitt & Gaines materially participated in the

concealment of the signatory's employer.

43. By filing the state court complaints against Plaintiff in the name of "Capital One Bank" only, Blitt & Gaines misstated the name of its client, thus the entity that authorized Blitt & Gaines to bring suit against Plaintiff, thereby violating 15 U.S.C. §§ 1692e and e(10).

**WHEREFORE**, Plaintiff requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendants for:

- (1) Statutory damages;
- (2) Actual damages;
- (3) Attorney's fees, litigation expenses and costs of suit; and
- (4) Such other relief as the Court deems proper.

Respectfully submitted,

s/ Curtis C. Warner  
Curtis C. Warner

Curtis C. Warner  
Warner Law Firm, LLC  
Millennium Park Plaza  
155 N. Michigan Ave. Ste. 737  
Chicago, Illinois 60601  
(312) 238-9820 (TEL)

**JURY DEMAND**

Plaintiff demands a trial by jury.

Respectfully submitted,

s/ Curtis C. Warner  
Curtis C. Warner



# EXHIBIT 1

07-38234

STATE OF GEORGIA )  
COUNTY OF GWINNETT ) ss In \_\_\_\_\_ Court  
Judicial (Circuit/District)

CAPITAL ONE BANK

Plaintiff

Vs.

Affidavit


SCHAAFSMA, MARJORIE B

Defendant

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is a duly authorized agent of CAPITAL ONE BANK, and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, SCHAAFSMA, MARJORIE B, account number 5291152309113443 is/are justly indebted to CAPITAL ONE BANK, in the sum of \$1082.16 Dollars as of 07/18/2007 for charges incurred with 28.49% interest from said date, and that the annexed account which is made part hereof, is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments,

nor are they either incompetent or minor.

Given under my hand this 20th day of September, 2007.

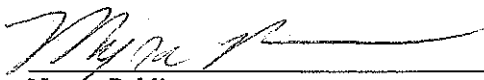
  
Affiant

MYRA PRINDLE

Taken, subscribed and sworn to before me, \_\_\_\_\_

Notary Public in and for the City/County and State aforesaid, in my City/County

aforesaid this 20th day of September, 2007.

  
Notary Public

My commission expires on \_\_\_\_\_

A247

BLITT &amp; GAINES, P.C.

MAISHA DAVIS  
Notary Public  
Gwinnett County, Georgia  
My Commission Expires July 31st 2009

## **EXHIBIT 2**

STATE OF GEORGIA )  
 ) ss  
COUNTY OF GWINNETT )  
In \_\_\_\_\_ Court  
\_\_\_\_\_  
Judicial (Circuit/District)

CAPITAL ONE BANK  
Plaintiff  
Vs.  
SCHAAFSMA, MARJORIE B  
Defendant

Affidavit

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is a duly authorized agent of CAPITAL ONE BANK, and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, SCHAAFSMA, MARJORIE B, account number 4862361585838837 is/are justly indebted to CAPITAL ONE BANK, in the sum of \$2482.15 Dollars as of 07/21/2007 for charges incurred with 28.24% interest from said date, and that the annexed account which is made part hereof, is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments,  
nor are they either incompetent or minor.

Given under my hand this 8th day of October, 2007.

  
\_\_\_\_\_  
Affiant

Taken, subscribed and sworn to before me, MYRA PRINDLE

Notary Public in and for the City/County and State aforesaid, in my City/County  
aforesaid this 8th day of October, 2007.

  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_  
MYRA PRINDLE  
Notary Public  
Gwinnett County Georgia  
A247  
BLITT & GAINES, P.C. my Commission Expires July 31st 2009

## **EXHIBIT 3**

1937685

STATE OF GEORGIA )  
COUNTY OF GWINNETT )

In \_\_\_\_\_ Court

ss

\_\_\_\_\_  
Judicial (Circuit/District)

CAPITAL ONE BANK

Plaintiff

Vs.

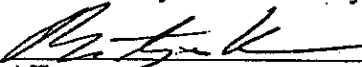
Affidavit

STRICKLAND, BARBARA F

Defendant

Personally appeared before me MARITZA ROBERTS, who being duly sworn, made oath that he/she is a duly authorized agent of CAPITAL ONE BANK, and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, STRICKLAND, BARBARA F, account number 4862362499618851 is/are justly indebted to CAPITAL ONE BANK, in the sum of \$3884.42 Dollars as of 04/05/2007 for charges incurred with 28.10% interest from said date, and that the annexed account which is made part hereof, is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments, nor are they either incompetent or minor.

Given under my hand this 26th day of April, 2007.

  
Affiant

Maisha Davis

Taken, subscribed and sworn to before me, \_\_\_\_\_

Notary Public in and for the City/County and State aforesaid, in my City/County

aforesaid this 26th day of April, 2007.

  
Notary Public

My commission expires on \_\_\_\_\_

A021

BLATT, HASENMILLER, LEIBSKER &amp; MOORE, L.L.C.

MAISHA DAVIS  
HENRY COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
OCTOBER 24TH, 2010

Ex #1

## **EXHIBIT 4**

06062007

STATE OF GEORGIA )  
 ) ss In Cook Court  
COUNTY OF GWINNETT )  
\_\_\_\_\_  
Judicial (Circuit/District)

CAPITAL ONE BANK

Plaintiff

Vs.

Affidavit

LEE, YOLANDA A

Defendant

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is a duly authorized agent of CAPITAL ONE BANK, and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, LEE, YOLANDA A, account number 4121742351405546 is/are justly indebted to CAPITAL ONE BANK, in the sum of \$2648.52 Dollars as of 06/21/2006 for credit card charges incurred with 26.74% interest from said date, and that the annexed account which is made part hereof, is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments, nor are they either incompetent or minor.

Given under my hand this 22nd day of June, 2006.

Maisha Davis  
Affiant

Taken, subscribed and sworn to before me, MYRA PRINDLE

Notary Public in and for the City/County and State aforesaid, in my City/County aforesaid this 22nd day of June, 2006.

Myra Prindle  
Notary Public

My commission expires on \_\_\_\_\_

MYRA PRINDLE

Notary Public

Gwinnett County Georgia

My Commission Expires July 31st 2009

A203

FREEDMAN, ANSELMO, LINDBERG & RAPPE



## **EXHIBIT 5**

FROM EXHIBIT 1

Given under my hand this 20th day of September, 2007.



Affiant

FROM EXHIBIT 2

Given under my hand this 8th day of October, 2007.



Affiant

FROM EXHIBIT 3

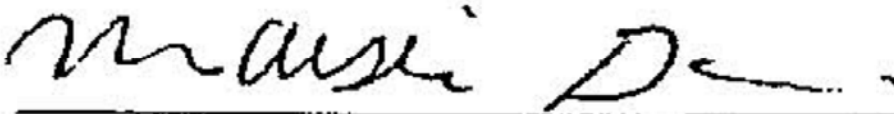


Notary Public

MAISHA DAVIS

FROM EXHIBIT 4

Given under my hand this 22nd day of June, 2006.



Affiant